

Return to:
Ray Owen, Jr.
Attorney at Law
320 Ouachita Ave. Suite 300
Hot Springs, AR 71901

BOOK

72 PAGE 711

CHARLOTTE MAY STROH FAMILY TRUST AGREEMENT

THIS AGREEMENT made this 18th day of September, 1991, by and VOL 1401 PAGE 164

between CHARLOTTE MAY STROH of the County of Garland, State of Arkansas, (Hereinafter called "GRANTOR") and CHARLOTTE MAY STROH (hereinafter called "INITIAL TRUSTEE").

W I T N E S S E T H

WHEREAS, said CHARLOTTE MAY STROH desires to provide for and create a Revocable Trust during her lifetime, and upon her death that this Agreement shall become irrevocable; and

WHEREAS, said CHARLOTTE MAY STROH will transfer and deliver to the Trustee, both during her lifetime and through her Last Will and Testament, various assets;

NOW, THEREFORE, the parties agree as follows:

STATE MS.-DESOTO CO.
FILED

SEP 17 2 18 PM '96

ARTICLE ONE

TRUST ESTATE AND ADDITIONS THERETO

BK 72 PG 711
W.E. DAVIS CH. CLK.

This Trust shall be known as the CHARLOTTE MAY STROH FAMILY TRUST AGREEMENT. The Grantor has transferred, or will transfer, to the Trustee, without any consideration on the Trustee's part, the property described in the attached Schedule "A", which is part of this Trust Agreement, the receipt of which is acknowledged by the Trustee. This property, together with any other property that may later become subject to this Trust, shall constitute the Trust Estate, and shall be held, administered and distributed by the Trustee as provided herein. The Grantor shall have the right at any time to add to this Trust other property.

ARTICLE TWO

TRUSTEE

A. Initial Trustee: The Initial Trustee of this Trust shall be CHARLOTTE MAY STROH.

B. Successor Trustee: Upon the resignation or incompetency of CHARLOTTE MAY STROH, so that she can no longer serve as Trustee, then and in that event MAJOR JOHN STROH shall serve as Trustee, until such time as CHARLOTTE MAY STROH shall be able and willing to resume her responsibilities as Trustee.

FILED FOR RECORD ON THIS 19th day of September 1991 AT 2:28
CLOCK P.M. VICKIE THREADGILL, CLERK

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C. Successor Trustee in the Event of Death: Upon the death of CHARLOTTE MAY STROH, then in that event MAJOR JOHN STROH shall serve as Successor Trustee.

D. Alternate Successor Trustee: In the event MAJOR JOHN STROH is unwilling or unable to serve as Trustee, then and in that event, KATHLEEN S. GOUDIE shall serve as Successor Trustee. In the event KATHLEEN S. GOUDIE is unwilling or unable to serve as Trustee, then and in that event, MERTEN W. STROH, JR. shall serve as Successor Trustee.

E. Resignation or Refusal to Accept Appointment: Any Trustee may resign as Trustee of any trust established under this instrument by mailing or delivering 30 days' written notice to (1) each person who is a beneficiary of such trust or, if any such person is under legal disability, such person's legal guardian or parent(s), and (2) each remaining Trustee.

F. Exercise of Powers and Discretions: All powers and discretions conferred by this instrument on the Trustee shall be continuing and may be exercised without approval of any Court, and the Trustee may not be compelled to exercise, or refrain from exercising, any of such powers and discretions in any particular manner. The Trustee may, but need not, make compensating adjustments between income and principal or between or among any trusts under this instrument and/or any distributee of any such trust by reason of its exercise of, or failure to exercise, any of such powers and discretions in any particular manner. The Trustee shall not be liable for any loss or damage resulting from acts or omissions undertaken by it in good faith, or the acts or omissions of the Grantor's Personal Representative or any predecessor Trustee.

ARTICLE THREE

RESERVED POWERS OF GRANTOR

A. Powers Reserved by Grantor: The Grantor reserves the following powers which may be exercised from time to time:

1. Deal with Life Insurance Policies: To exercise, and to

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enjoy the benefits of having exercised, any rights or options under the terms of any life insurance policies owned by the Grantor and made payable to the Trustee. The Trustee shall take any action reasonably required to facilitate the Grantor's exercise of any such rights or options and shall incur no liability for so doing.

2. Amend or Revoke: To amend this instrument or revoke the trust, partially or completely, by written instrument signed by the Grantor and delivered to the Trustee.

B. Payment of Life Insurance Premiums: The Grantor intends to pay all premiums, assessments and other charges and to take any other action necessary to maintain in force all life insurance policies owned by the Grantor and made payable to the Trustee, but the Grantor shall not be liable to any person for her failure to do so. The Trustee shall not be responsible for the payment of any such premiums, assessments or charges, nor shall it be required to take any action to prevent the lapse of any such policy or to notify any person of an impending lapse, its sole responsibility with respect to any such policies being the safekeeping of such policies as are delivered to it for that purpose.

ARTICLE FOUR

LIVING TRUST: DISTRIBUTION OF PRINCIPAL AND INCOME

The Trustee shall pay to, or for the benefit of, the Grantor so much or all of the net income of the Trust as directed by Grantor from time to time. Unless the Grantor otherwise directs, the Trustee shall retain and reinvest any income of the Trust Estate not distributed to Grantor. However, if the net income from the principal of said Trust Estate, and such other sources as may be available to Grantor, shall be insufficient for Grantor's comfortable support, welfare and maintenance, then, and in such case, the Trustee is authorized to pay to or use or expend for the benefit of Grantor, so much of the principal of the Trust Estate as in Trustee's sole discretion, the Trustee may deem necessary for such purposes, or to provide for any emergency or any sort, nature or description. In the event of the incompetency of Grantor, the

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Trustee shall be authorized to continue to pay to, or expend for the benefit of Grantor, such amounts of income and principal as the Trustee, in its sole discretion, shall deem appropriate to provide for the Grantor's care, maintenance and support, in accordance with Grantor's standard of living. Grantor may, at any time and from time to time during the existence of said Trust, withdraw the entire or any specified portion of the principal and accumulated income.

ARTICLE FIVE

ADMINISTRATION AFTER GRANTOR'S DEATH

The provisions in this Article shall govern the administration of the trust after the Grantor's death.

A. Collection of Life Insurance Proceeds: The Trustee shall take any action necessary to receive the proceeds of all life insurance policies made payable to the Trustee; provided that the Trustee need not institute legal proceedings to enforce payment of any such proceeds until indemnified to its satisfaction.

B. Payment of Debts, Expenses and Death Taxes: The Trustee shall pay from the assets otherwise constituting the Family Trust (other than property which would not otherwise be included in the Grantor's Gross Estate):

1. Debts and Expenses: All debts which are allowed or, in the judgment of the Trustee or the Grantor's Personal Representative, would be allowable as claims against the Grantor's estate, the expenses of the Grantor's last illness, funeral and burial, and all expenses of administering the Grantor's estate, including the expenses of administering any of the Grantor's property located outside Arkansas.

2. Death Taxes: All taxes imposed by reason of the Grantor's death (including interest and penalties), without right of reimbursement or contribution, whether or not occasioned by transfers of property under this instrument; provided that, notwithstanding any provision in this instrument, the Trustee shall

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not pay, or if required to pay shall seek reimbursement for or recovery of:

- a. Any Generation-Skipping Transfer Tax imposed to a Taxable Distribution occurring as a result of the Grantor's death, except Taxable Terminations occurring under this instrument at the time of the Grantor's death and as a result of the Grantor's death.
- b. Any additional estate tax imposed due to disposition of Qualified Real Property or cessation of its Qualified Use.
- c. Any taxes (including interest and penalties) imposed due to inclusion in the Grantor's estate for federal estate tax purposes of:
 - i. Property over which the Grantor possessed a power of appointment which she did not exercise.
 - ii. Property in which the Grantor had a Qualifying Income Interest for Life.

Notwithstanding any provision in this instrument, the Trustee (1) shall pay the federal estate taxes described in paragraph 2 of this Article by using bonds redeemable at par value in payment of such taxes to the extent the available trust property consists of such bonds; (2) may rely without inquiry on the representations of the Grantor's Personal Representative as to the amounts and propriety of payment of any of the debts, expenses and death taxes described in this Article; and (3) may make any payments permitted or required under this Article directly to the creditors or taxing authorities or to the Grantor's Personal Representative.

C. Termination Upon Grantor's Death: Upon Grantor's death, this Trust shall terminate and all the assets and property comprising the corpus of same shall be delivered and distributed in

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fee simple and free of trust in equal shares to the Grantor's six

(6) children, to-wit:

(1) Diane Shaffer, 3300 W. Park Boulevard, Apartment 2204,
Plano, Texas 75075;

(2) Barbara Perkins, 5207 Hollytree, Apartment 1506, Tyler,
Texas 75703;

(3) Major John Stroh, 33430 Waco Road, Shawnee, OK 74801;

(4) Laura Stroh, 2852 Elmwood, Stockton, CA 95204;

(5) Merten W. Stroh, Jr., 5656 San Mateo Cove, No. 1,
Memphis, TN 38115;

(6) Kathleen S. Goudie, 6401 Dean Road, Lake Cormorant, MS
38641.

In the event that any of Grantor's children shall have predeceased Grantor leaving issue, then and in that event, the share of said deceased child shall be divided equally among and between his or her issue, per stirpes and not per capita. In the event that any of Grantor's children shall have predeceased Grantor leaving no issue, then, the share of that said deceased child shall be divided equally among and between the surviving children and the issue of any deceased child, per stirpes and not per capita.

ARTICLE SIX

CONTINUATION FOR BENEFICIARIES UNDER AGE TWENTY-FIVE

Should my Trust estate or any portion thereof become distributable to any beneficiary who is under the age of twenty-five (25) years, that share or portion shall not vest in such beneficiary, but shall be retained by my Trustee as a separate trust for the benefit for such beneficiary, and administered as follows:

(a) Income and Principal Distributions: The Trustee shall distribute to or for the benefit of each said trust beneficiary hereinabove, from his or her respective account, so much of the trust income and corpus as the Trustee shall determine to be necessary to provide for his or her health, maintenance and support. Any income not distributed shall be accumulated and added

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to the corpus of the trust. I state and declare that it is my intent that said beneficiaries shall receive adequate financial assistance from their respective share of this Trust in order to assist them in obtaining a college, vocational and/or post graduate education, if they should so elect.

(b) Termination: Upon the twenty-fifth (25th) birthday of each trust beneficiary, the Trustee shall distribute to said beneficiary, out right and free of trust, all of the respective assets remaining in his or her account of this Trust. In the event that any of said trust beneficiaries shall have died prior to the termination of this Trust, then the share of said deceased beneficiary shall be paid over and distributed pursuant to the provisions of the residuary clause of this Will.

ARTICLE SEVEN

MISCELLANEOUS ADMINISTRATION PROVISIONS

The provisions in this Article shall govern the administration of all trusts established under this instrument, notwithstanding any provision in this instrument.

A. Consolidation of Identical Trusts for Same Beneficiary(ies): If, at the time a separate trust is to be established for one or more beneficiaries under this instrument, a separate trust containing identical dispositive provisions is then maintained under this instrument for such beneficiary(ies), the property which, were it not for this Article, would constitute the initial funding of another separate trust for such beneficiary(ies) shall be added to the separate trust then maintained for such beneficiary(ies).

B. Direct Distribution to Certain Persons: If, at the time of the establishment of a separate trust (or at the time of any addition to a separate trust) for any person, such person has attained an age at which one or more distributions of the trust property are required to have been made to him, the property which, were it not for this Article, would be distributed to such person through such trust, instead may be distributed to him directly.

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C. Distributions Prior to Complete Funding of Trusts:

During the period beginning with the date of the Grantor's death and ending with the date of complete funding of all trusts to be established under this instrument as of the date of the Grantor's death, the Trustee may distribute net income earned during such period, and make preliminary distributions of principal, to the Trustee of any one or more of such trusts or to or for any one or more of the beneficiaries of such trusts in such amounts and at such times as the Trustee considers appropriate; provided that such distributions of income and principal shall be made in accordance with all applicable administrative and dispositive provisions in this instrument.

D. Income and Principal to Retain Character: Whenever property is distributed from the Grantor's estate to any trust maintained under this instrument, or from one trust maintained under this instrument to another such trust, the portions of such property constituting income and principal in the Grantor's estate, or in the trust from which such property is distributed, shall be accounted for as such in the trust to which such property is distributed.

E. Income to Accrue from Date of Death: With respect to any trust established under this instrument as of the date of a person's death, income shall accrue from the date of such person's death, notwithstanding the deferral of complete funding of such trust.

F. Distributions for Incapacitated Beneficiaries and Distributees: If any person to whom a fractional or complete distribution of remaining trust property is required to be made out of the Family Trust is under legal disability or is, in the judgment of the Trustee, incapacitated, the Trustee may utilize one or both of the following options, unless otherwise directed in this instrument:

1. Distribution of all or any part of such remaining trust property to the legal guardian of such person or to a custodian

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authorized to receive it for such person under the Arkansas personal Custodian Law or the Arkansas Transfer to Minors Law or any similar statute of any state, the receipt of any such person shall fully discharge the Trustee from any further liability in connection with such distribution. For the purpose of making such distributions the Trustee may designate a custodian to receive the property, if such custodian has not previously been appointed.

2. Retention of all or any part of such remaining trust property as a separate trust for such person until, in the judgment of the Trustee, distribution can be made to such person directly. The Trustee may pay to or apply for such person such amounts of the net income and principal as it considers appropriate, and, at the death of such person, all remaining trust property shall be distributed to her estate.

G. Factors that may be Considered in Making Discretionary Distributions: In determining whether, or to what extent, to make discretionary distributions of income or principal to or for any beneficiary, the Trustee may, but need not, consider, among other factors (1) such beneficiary's accustomed standard of living; (2) other financial resources known by the Trustee to be available to such beneficiary; (3) such beneficiary's obligations to support any other person(s); and (4) the obligations of any other person(s) to support such beneficiary.

H. Participation in Decisions Relating to Discretionary Distributions: No individual (other than the Grantor) who is a Trustee may participate in determining whether or to what extent, to make discretionary distributions of income or principal (1) to or for such individual for any purpose other than for such individual's health, education, maintenance or support, or (2) to or for any beneficiary for the purpose of discharging a legal obligation, including a support obligation, of such individual.

I. Spendthrift Clause: Neither the principal nor the income of any trust estate herein created shall be liable for the debts of any beneficiary thereof, nor shall the same be subject to seizure

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by any creditor of any beneficiary under any writ or proceeding at law or in equity, and no beneficiary shall have any power to sell, assign, transfer, encumber or in any other manner to anticipate or dispose of his or her interest in the trust estate or the income produced thereby.

J. Termination of Trusts: The Trustee may terminate any trust maintained under this instrument for not more than one beneficiary, if in the Trustee's sole discretion the trust has become uneconomical to manage. Each trust maintained under this instrument shall terminate, if not previously terminated under other provisions of this instrument, 21 years from the date of death of the last to die of such of the Grantor's descendants as are living at the date of the Grantor's death. All remaining trust property of a trust terminated under this Article shall be distributed to the beneficiary of such trust.

ARTICLE EIGHT

POWERS AND DISCRETIONS OF TRUSTEE

The Trustee shall possess all the powers and discretions conferred on it by law and, in addition, shall possess the power and discretion:

A. Retain Property: To retain for any period of time any property received or acquired without adherence to any statute or rule of law requiring diversification or otherwise regulating investments by fiduciaries, and without liability for depreciation or loss.

B. Invest and Reinvest: To invest and reinvest from time to time in any kind of property, real or personal, domestic or foreign, including, but not limited to, common and preferred stocks; stock options and warrants; bonds (including, but not limited to, bonds redeemable at par value in payment of federal estate taxes), debentures, mortgages and notes; limited partnerships; participation in common trust funds and mutual funds, including any index or market matching funds; and in any other interest or investment medium, without adherence to any statute or

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law requiring diversification or otherwise regulating investments by fiduciaries.

C. Borrow Money: To borrow money from any lender, including any Trustee or an affiliate of a Trustee, for any purpose and on any reasonable terms.

D. Exercise Conversion and Voting Rights: To sell or exercise conversion, subscription and other purchase rights or options; to exercise voting and other rights pertaining to securities, whether directly, by limited or unlimited proxies, or otherwise. While a corporate trustee is serving, only the corporate trustee shall have the right to vote registered securities held by the corporate trustee or its nominees, unless a co-trustee makes a written request to the corporate trustee to vote.

E. Participation in Change in Business Form: To participate in or oppose any plan of reorganization, combination, consolidation, merger, dissolution or similar plan; to deposit or withdraw securities under any such plan and to accept and retain substituted securities.

F. Register Property in Nominee Name: To carry property in the name of a nominee or nominees or payable to bearer; to deposit eligible securities with any clearing corporation; to hold United States Government securities with any clearing corporation; to hold United States Government securities in a Federal Reserve Bank under book-entry system.

G. Sell, Transfer, Lease: To sell, exchange, assign, transfer, lease (for terms extending beyond the termination of the trust or otherwise), pledge, mortgage, rent, option and otherwise deal with or dispose of any property.

H. Construct, Develop, Establish Reserves: To construct, repair, improve, alter, demolish and remove buildings and other structures; to plat, develop, maintain, improve, donate and abandon real property; to grant easements; to establish and maintain reserves for expenses, depreciation or depletion, and discharge of

mortgage indebtedness.

I. Insure, Store, Ship: To receive, acquire and retain title, fire, liability, casualty or other insurance on or in connection with any property; to pay packing, storage and shipping expenses for, and related insurance premiums on, any property.

J. Organize and Dissolve Businesses: To participate in any way in the organization, continuation, operation, discontinuance or dissolution of businesses in corporate or other forms.

K. Collect, Pay and Compromise Debts: To participate in any way in the organization, continuation, operation, discontinuance or dissolution of businesses in corporate or other forms.

L. Adjust Interest: To adjust the interest rate on any note or mortgage and to extend or renew notes and mortgages, with or without reference to the value of the mortgage security at the time of such extension or renewal.

M. Determine Income and Principal: To allocate gains, receipts and credits and to apportion losses, disbursements and charges between income and principal in as equitable a manner as practicable and in the sole discretion of the Trustee without regard to statutes or other rules of law; provided that the Trustee may, but need not, amortize premiums or accumulate discounts.

N. Transfer from Income to Principal: To transfer to principal from time to time income accumulated in any trust from which all income is not required to be distributed periodically.

O. Make Distributions in Cash or in Kind: To make distributions in cash, in kind at fair market values current at the date(s) of distribution, or partly in each, without any requirement that each item be distributed ratably.

P. Retain Cash: To retain uninvested funds which are awaiting impending investment or distribution.

Q. Deal with Estates and Trusts: To exchange property with, borrow and purchase property from and loan and sell property to (1) the Grantor's estate; (2) any trust established under this instrument; (3) any other estate or trust, whether or not the

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Grantor's Personal Representative or Trustee is the fiduciary of such other estate of trust; and (4) the Grantor's corporate Personal Representative or corporate Trustee (and any affiliate of either) in its corporate capacity; provided that the Trustee shall not loan to the Grantor's estate any property which is not included in the Grantor's Gross Estate except upon terms providing for adequate security and interest at prevailing rates, nor shall the Trustee sell to the Grantor's estate any such property except at fair market value.

R. Commingle Trust Property: To commingle property of the separate trusts maintained under this instrument and to administer such commingled property as an undivided interest; to resegment such property and administer it separately.

S. Accept Additions: To accept additions to a trust by Will or otherwise from any person or entity.

T. Rely on Admission of Will to Probate: To rely on a court order admitting to probate the Will of a holder of a power conferred by this instrument or finding that he died intestate; to assume that the holder of a power died intestate in the absence of actual notice to the contrary within 60 days after her death; provided that such reliance or assumption shall not affect any legal or equitable claim which the property distributee of any property may have against the actual recipient of such property.

U. Delegate Powers: To waiver, release or delegate as to any trust any power or discretion conferred on it by this instrument, in whole or in part, temporarily or permanently, and on any terms.

V. Exercise Other Powers: To perform other similar and dissimilar acts beneficial to the Grantor's estate, any trust established under this instrument and any distributee or beneficiary of such estate or trust.

W. To exercise those fiduciary powers as set forth in the Arkansas Code 1987 Annotated, Section 28-69-303, as amended.

ARTICLE NINE

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ADDITIONAL POWERS AND DISCRETIONS OF TRUSTEE

In addition to the powers and discretions conferred by Article Eleven, if no Personal Representative is appointed for the Grantor's estate, the Trustee shall, to the extent allowed by law, possess the power and discretion:

A. Exclude from Gross Estate: To exclude from the Grantor's Gross Estate the value of any property, the propriety of inclusion of which reasonably may be questioned.

B. Value on Alternate Valuation Date: To value the Grantor's Gross Estate on the Alternate Valuation Date.

C. Value for Qualified Use: To value Qualified Real Property on the basis of its Qualified Use.

D. Deduct for Estate or Income Tax Purposes: To deduct expenses of administration, losses incurred during administration and medical and other expenses either for federal estate tax purposes or federal income tax purposes or for both.

E. File Joint Returns: To file joint income tax returns for the year of the Grantor's death with the Grantor's spouse (should she be married at the time of her death) or his or her Personal Representative, and to agree with the Grantor's spouse or his or her Personal Representative as to how any tax payable or refund receivable shall be allocated as between the Grantor's estate and the Grantor's spouse or his or her estate.

ARTICLE TEN

ACCOUNTS

A. Accounting to Beneficiaries: At least annually, the Trustee shall (1) prepare a written account of the administration of each trust maintained under this instrument (a) detailing all receipts, credits, disbursements and charges which occurred during the period covered by such account and (b) containing a statement listing the current assets of each such trust, and (2) mail or deliver a copy of such account to each person who is a beneficiary of the trust to which such account pertains or, if any such

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beneficiary was under legal disability during such period, to such
beneficiary's legal guardian or parent(s).

B. Approval: A written approval of such account by such beneficiary (or his legal guardian or either of his parents) shall preclude such beneficiary (and his legal guardian and either of his parents) and all subsequent beneficiaries and distributees of the trust to which such account pertains, whether or not then under legal disability or not yet living, from questioning the propriety of any transaction recorded in such account. Failure to object in writing to such account within six months after mailing or delivery of a copy of such account shall have the same effect as written approval.

ARTICLE ELEVEN

GUIDES TO CONSTRUCTION

A. Composition of Grantor's Immediate Family: As of the signing of this instrument:

1. The Grantor is a widow who has not remarried at the time of the creation of this Trust.

2. The Grantor's children are as follows:

DIANE SHAFFER

BARBARA PERKINS

MAJOR JOHN STROH

LAURA STROH

MERTEN W. STROH, JR.

KATHLEEN S. GOUDIE

B. Interchangeability of Certain Words: Unless the context otherwise requires, all words used in the singular include the plural, all words used in the plural include the singular, and words used in any gender include all genders.

C. Modified Meaning of Certain Terms: The words "child" and "descendants" include any person born or legally adopted before or after the signing of this instrument. References to living persons include those who are in gestation and later born alive. All pronouns used to refer to Trustee, and that term itself,

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includes any person or corporation from time to time acting alone or jointly with one or more persons or corporations. The term "available trust property" includes all property then properly in the possession of, or subject to collection by, the Trustee.

D. Definitions: For purposes of this instrument:

1. "Beneficiary" means a person to or for whom payments of income of a given trust are currently permitted or required.

2. "Incapacitated" means unable properly to attend to business affairs due to physical or mental disability resulting from illness, injury, advanced age or other cause, the existence of which condition may, but need not, be established by a physician's written statement.

3. "Remaining trust property" means all remaining principal and accrued income and any undistributed or accumulated income in the possession of the Trustee.

E. Distributions to Descendants: Any property directed to be given or distributed to the descendants of any person shall be divided into a number of equal shares sufficient to create one such share with respect to each then-living descendants occupying the oldest generation in which there is at least one then-living person and one such share with respect to each deceased descendant who occupied the same generation and who is then survived by one or more descendants. Each share so created with respect to a then-living descendant shall be given or distributed to such descendant, and each other share so created shall be given or distributed to the descendants of the deceased descendant with respect to whom such other share was created in the manner set out in this Item.

F. Titles Not Part of Instrument: The titles preceding the Articles and Items do not constitute part of this instrument and have been included only as a convenient mode of reference.

G. Governing Law: The validity, construction and effect of this instrument, the administration of all trusts established under this instrument, and the rights and obligations of all

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beneficiaries and the Trustee shall be governed by Arkansas law. VOL 1401 PAGE 181

IN WITNESS WHEREOF, the Grantor, Initial Trustee and Successor Trustee has signed, sealed and acknowledged this Agreement.

Charlotte May Stroh
CHARLOTTE MAY STROH Grantor and
Initial Trustee

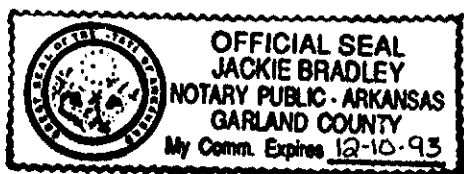
STATE OF ARKANSAS)
)SS
COUNTY OF GARLAND)

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, CHARLOTTE MAY STROH to me well known as the Grantor and Initial Trustee who signed the foregoing instrument and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this 18TH day of September, 1991.

Jackie Bradley
NOTARY PUBLIC



SCHEDULE A

I.

Real property located in Garland County, Arkansas and residence located thereon with legal description as follows: VOL 1401 PAGE 182

Lot 7 of Jeffries and Norvell Subdivision of part of the E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 34 and part of the W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 35 all in Township 3 South, Range 20 West, as per plat filed for record on February 3, 1953 and recorded in Book 370 at Page 171 of the Records of Garland County, Arkansas.

II.

Real property located in Amador County, California with legal description as follows:

Lot 38 as shown and delineated on the final subdivision Map of Burke Ranch Unit 3, filed for record on January 26, 1977 in Book "4" of Subdivision Maps, Page 50, Records of Amador County.

EXCEPTING THEREFROM all the ore, minerals and mineral rights of any and every kind, nature and description existing beneath the surface together with the right to prospect, mine and extract said ores and minerals by means of appropriate working, but always provided that no part of the surface of said parcels of ground shall be entered upon or disturbed in any manner, and that no mining operations shall be carried on nor any excavations made within 50 feet of said surface.

III.

Certificates of Deposit

IV.

Federal Express Corporation Stock Certificate No. 188699 representing 628 Shares

V.

Federal Express Corporation Stock Certificate No. 187020 representing 234 Shares

VI.

Realty World Corporation of Colorado and Wyoming Stock Certificate No. A 90 representing 102 Shares

VII.

Balance of Merrill Lynch Account No. 563-26-7894 including all stock and money market funds and cash held thereunder

VIII.

United States Savings Bonds as follows:

(a) Bond Number M211635763E Series E issued August of 1977 in the face amount of \$1,000.00;

(b) Bond Number M211635762E Series E issued August of 1977 in the face amount of \$1,000.00;

(c) Bond Number M211635752E Series E issued August of 1970 in the face amount of \$1,000.00;

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(d) Bond Number M211635751E Series E issued August of 1970 in the face amount of \$1,000.00;

(e) Bond Number M13996180EE Series EE issued December of 1983 in the face amount of \$1,000.00.

RECORDED AT REQUEST OF

Ray Owen, Jr.
at 50 Min. Past 11 A M

DEC 30 1991

Official Records
Amador County, California

Shirley Johnson
Recorder

CERTIFICATE OF RECORD

State of Arkansas }
County of Garland } SS.

I, Vicki E. Threadgill, Clerk of the Circuit Court and Ex-Officio Recorder, for the County aforesaid, do hereby certify that the annexed and foregoing Instrument of writing was Filed for Record in my office on the 19th day of September, 19 91, at 2:28 o'clock P. M., and the same is now duly recorded, with the acknowledgement _____ and certificate _____ thereon, in Record Book, Vol. 1401 Page 164.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 20th day of September A.D., 19 91
VICKI E. THREADGILL
By Oliver Smith VICKI E. THREADGILL, Circuit Clerk
Deputy Clerk

012538

HALL 2879

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